

**High Commission of India, Kuala Lumpur**  
**Level 1, Wisma HRIH Lotus, 442, Jalan Pahang, Setapak,**  
**53000 Kuala Lumpur, Federal Territory of Kuala Lumpur**

Telephone No: +603 4021 9595

E-mail ID – [fscom.kl@mea.gov.in](mailto:fscom.kl@mea.gov.in)

**Name of Work:** High Commission of India, Kuala Lumpur intends to engage an agency to conduct a Comprehensive Study on the Malaysia-India Comprehensive Economic Cooperation Agreement (MICECA) and its impact on bilateral trade between India and Malaysia.

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-Sd/-

Dr. Vivekanand T.S.  
First Secretary (Com & Edu)

Signature & name with Address of Bidder/Contractor

**High Commission of India, Kuala Lumpur**  
**Level 1, Wisma HRIH Lotus, 442, Jalan Pahang, Setapak,**  
**53000 Kuala Lumpur, Federal Territory of Kuala Lumpur**

**NOTICE INVITING TENDER**

High Commission of India, Kuala Lumpur invites offline tender/bids from all reputed and eligible vendors/supplier under two bids/cover system i.e. **Technical Bid (Cover-1)** and **Financial bids (Cover-2)** for conducting a Comprehensive Study on the Malaysia-India Comprehensive Economic Cooperation Agreement (MICECA) and its impact on bilateral trade between India and Malaysia, directly to High Commission of India, Kuala Lumpur at Jalan Pahang, Setapak, Kuala Lumpur. The details of tender are published on Central Public Procurement Portal of Government of India ([www.eprocure.gov.in](http://www.eprocure.gov.in)) and <https://hcikl.gov.in/>. Details of activities are as follows:-

<b>Sl. No.</b>	<b>Activity</b>	<b>Date &amp; Time (IST)</b>
1.	Publishing date of Tender Notice	19.02.2025 at 1300 hrs
2.	Document Download start date	19.02.2025 at 1300 hrs
3.	Document Download end date	20.03.2025 at 1200 hrs
4.	Queries clarification start date	24.02.2025 at 1100 hrs
5.	Queries clarification end date	05.03.2025 at 1700 hrs
6.	Bid submission start date (Cover -1 & 2)	03.03.2025 at 1100 hrs
7.	Bid submission end date (Cover -1 & 2)	20.03.2025 at 1300 hrs
8.	Technical Bid Opening date (Cover – 1)	24.03.2025 at 1100 hrs

2. Tender Notice can be downloaded directly from Central Public Procurement Portal of Government of India ([www.eprocure.gov.in](http://www.eprocure.gov.in)) and High Commission of India, Kuala Lumpur's website i.e. <https://hcikl.gov.in/>. Submission of duly filled in Tender Document/Bids are required to be deposited at the **office of First Secretary (Commerce & Education) Level 1, Wisma HRIH Lotus, 442, Jalan Pahang, Setapak, 53000 Kuala Lumpur, Federal Territory of Kuala Lumpur.**

-Sd/-  
Dr. Vivekanand T.S.  
FS (Com. & Edu.)

## PRE-QUALIFICATION CRITERIA/PROFORMA FOR SUBMISSION

Sl. No.	Required Documents	Description	Evaluation Mark	Enclosed (Yes/No)
1.	<b>Experience</b>	(a) The company/contractor should have minimum two year's experience.	<b>04</b>	
		(b) Preference will be given to those company/contractor which has experience in working with <b>Diplomatic Mission/Govt. Departments/Reputed firms/organisation.</b>	<b>02</b>	
2.	<b>Turnover</b>	Last two years Income Tax Returns and one year balance Sheet with as a proof of minimum Turnover of <b>MYR 200,000/- (Two hundred thousand only)</b>	<b>02</b>	
3.	<b>Registration Number</b>	The company/contractor should have a valid Registration Number either in India or Malaysia	<b>02</b>	
4.	<b>EMD</b>	<b>EMD of MYR 1,500/- (One thousand five hundred only) by A/c payee cheque/ Demand Draft/Bank Guarantee</b> in favour of High Commission of India, Kuala Lumpur, payable at Kuala Lumpur. Please enclose copy of receipt/deposit of <b>EMD in the form of A/c Payee Cheque/Demand Draft/Bank Guarantee.</b>	<b>Mandatory</b>	
5.	<b>Mycard Card</b>	Copy of Mycard Card of Company's Director or designated person of the bidder company.	<b>Mandatory</b>	
6.	<b>Address Proof</b>	Address Proof of the Bidder/Tenderer	<b>Mandatory</b>	
7.	<b>Three (03) percent Performance Money of the approved cost or the submitted EMD will be taken (whichever is higher) only from successful bidder and returned only after successful completion of job without any interest.</b>			
8.	There must be two envelopes, one for <b>Technical Bid</b> and other for <b>Financial Bid</b> with clearly and boldly written over them <b>Technical Bid</b> and <b>Financial Bid</b> . <b>No indication of financial bid is required to be produced/enclosed in Technical Bids.</b>			
9.	All tender documents are required to submit at the following address: <i>First Secretary (Com &amp; Edu.) High Commission of India, Kuala Lumpur Level 1, Wisma HRIH Lotus, 442, Jalan Pahang, Setapak, 53000 Kuala Lumpur, Federal Territory of Kuala Lumpur</i>			

Note : All documentary proofs to be enclosed for above items.

I hereby agree to abide by all the terms & conditions of the tender document.

Name & Signature of  
the Authorized Signatory of the Firm  
(With Seal of the Agency affixed) Date

-Sd/-  
Dr. Vivekanand T.S.  
FS (Com. & Edu.)

**High Commission of India  
Kuala Lumpur**

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**ADDITIONAL CONDITIONS**

**Subject:-** Terms and Condition for the execution of Study Work.

1. **Completion of Work:** The Service Provider shall complete all work within **ten (10) weeks** from the date of commissioning. The extended tenure may also be considered and accepted with due justification provided by the bidder.
2. **All-Inclusive Quotation:** The quoted amount shall be all-inclusive, encompassing taxes, labor, and any other associated charges. The Service Provider shall be solely responsible for the completion and delivery of the work as per the agreed terms.
3. **Delays and Penalties:** Any delays in execution or supply shall be subject to penalties, which will be deducted from the payment due to the Service Provider. Furthermore, any work deemed unaccomplished may not be remunerated.
4. **Performance Security/Guarantee:** The successful bidder shall submit a Performance Security/Guarantee equivalent to **three percent (3%)** of the approved bid amount. In the absence of such submission, the corresponding amount shall be deducted from the payment due to the Service Provider.
5. **Release of Performance Security/Guarantee:** The Performance Security/Guarantee shall be released only upon the successful completion of the work, as determined by the Buyer.
6. **Quality Standards:** The Service Provider shall utilize only high-quality, pre-approved/authentic materials and services for the project.
7. **Rejection of Inferior Work:** The High Commission of India, Kuala Lumpur reserves the right to reject, either in whole or in part, any items or work found to be of substandard quality.
8. **Earnest Money Deposit (EMD):** The Earnest Money Deposit (EMD) shall be refunded to the successful bidder upon receipt of the Performance Security/Guarantee. No interest shall be payable on the EMD amount.
9. **Bid Discretion:** High Commission of India, Kuala Lumpur (HCIKL) retains full discretion regarding the opening, evaluation, and potential cancellation of bids without the obligation to provide justification. HCIKL further reserves the right to accept or reject any financial proposal, with its decision being final and binding. In cases of ambiguity in bid comparisons, HCIKL shall have the authority to determine the selected bidder at its sole discretion.
10. **Compliance with Applicable Laws:** The Service Provider shall comply with all applicable laws, including but not limited to regulations concerning data protection and confidentiality.
11. **Progress Reporting:** The Service Provider shall provide periodic progress reports,

including milestone tracking and interim findings, as required by the Buyer.

12. **Confidentiality:** The Service Provider shall not disclose any raw or processed data to third parties without obtaining prior written approval from the HCIKL.
13. **Data Integrity and Accuracy:** The Service Provider shall uphold high standards of accuracy, validity, and consistency in data collection and reporting.
14. **Regulatory Compliance:** The Service Provider shall ensure strict compliance with labor laws, safety regulations, and industry best practices applicable to the execution of the project.
15. **Responsibility for Personnel:** The Service Provider shall assume full responsibility for its personnel, including their conduct, performance, and adherence to the agreed work terms during the execution of the project.
16. **Prohibition of Malpractice:** Any malpractice, including but not limited to data manipulation, unauthorized respondent recruitment, or unethical survey practices, shall be subject to strict penalties. The Service Provider shall implement immediate corrective measures at no additional cost to the Buyer in the event of such violations.
17. **Intellectual Property Rights:** All deliverables, including reports and research findings, shall be the exclusive property of the High Commission of India, Kuala Lumpur (HCIKL).
18. **Limitation of Liability:** The High Commission of India, Kuala Lumpur shall not be liable for any injury, loss, or damages incurred by the Service Provider's personnel during the execution of the project.
19. **Indemnity Clause:** The Service Provider shall indemnify the HCIKL against third-party claims, particularly related to data breaches or confidentiality violations.
20. **Payment Terms:** Payment shall be made in accordance with the agreed terms, and the Service Provider shall raise invoices as per the agreed milestone-based payment schedule.

-Sd/-

Dr. Vivekanand T.S.  
FS (Com & Edu)

I hereby agree to abide by all the terms and conditions of the tender document.

Name & Signature of  
the Authorized Signatory of the Firm  
(With Seal of the Agency affixed) Date

## APPROXIMATE ESTIMATE

Sl. No.	Work Description	Estimated Cost (Approx)
1.	<p>High Commission of India, Kuala Lumpur intends to engage an agency to conduct a Comprehensive Study on the Malaysia-India Comprehensive Economic Cooperation Agreement (MICECA) and its impact on bilateral trade between India and Malaysia:</p> <ul style="list-style-type: none"> <li>• <b>Impact Assessment of MICECA (2010–2023):</b> Determine the extent to which MICECA has contributed to the growth of India-Malaysia bilateral trade over the past 13 years, specifically by quantifying the percentage of overall trade growth directly linked to this agreement.</li> <li>• <b>Implementation Status of Key MICECA Elements:</b> Examine the degree of compliance and implementation across pivotal domains—Goods, Services, Investment, Economic Cooperation, Movement of Natural Persons, Customs Cooperation, and Standards—to verify if the agreed-upon concessions have been effectively executed.</li> <li>• <b>Analysis of Tariffs for Top 50 Indian Export Items:</b> Compare Malaysia’s import tariffs on the top 50 Indian export items with those levied on similar products originating from countries that hold Free Trade Agreements (FTAs) with Malaysia. The aim is to pinpoint any competitive disadvantages faced by Indian exporters.</li> <li>• <b>Critical Tariff and Non-Tariff Concessions for Key Sectors:</b> Identify the most crucial tariff and non-tariff concessions needed by the top 20 Indian products aspiring to expand in the Malaysian market.</li> <li>• <b>Comparative Study of MICECA vs. Other Bilateral Agreements:</b> Benchmark the provisions, outcomes, and advantages of MICECA against those of at least two other bilateral agreements Malaysia has ratified, thus highlighting areas that may require enhancements.</li> <li>• <b>Recommendations for Addressing Tariff/Non-Tariff Barriers:</b> Provide actionable suggestions to resolve existing market access and policy barriers under a revised MICECA framework.</li> </ul>	<p><b>MYR 50,000/-</b>  <b>(Malaysian Ringgit</b>  <b>Fifty thousand only)</b></p>

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## UNDERTAKING / CERTIFICATE BY TENDERER / CONTRACTOR / BIDDER

**NAME OF WORK :** — High Commission of India, Kuala Lumpur intends to engage an agency to conduct a Comprehensive Study on the Malaysia-India Comprehensive Economic Cooperation Agreement (MICECA) and its impact on bilateral trade between India and Malaysia.

1. I/We \_\_\_\_\_ [Name of Contractor/Proprietor/Director/Partner/ authorized signatory of the Agency/Firm], mentioned above is competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender action and execution of contract and undertake to abide by them.

3. The information/documents furnished are true and authentic to the best of my knowledge and belief, I/we, am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law or may lead to blacklisted.

4. I, do hereby declare that our firm has neither been blacklisted/no criminal case pending against the firm by any of the Govt. Institute/Ministries/Departments/PSUs/other organizations with which the firm had contracted of during the last three years nor has been penalized by such offices/organizations.

(Signature of Bidder/Contractor)

**Date :**

**Full Name :**

**Place :**

**Seal:-**

## DECLARATION BY THE TENDERER/CONTRACTOR/BIDDER

1. I/We hereby tender for the execution of event's related work/supplies to High Commission of India, Kuala Lumpur as per the terms and conditions of the tender action and contract.
  
2. I/We hereby agree to abide by and fulfill all the terms and conditions/provisions as annexed hereby and so far as applicable or in default thereof to forfeit and pay to the High Commission of India, Kuala Lumpur sum of **MYR 1,500.00 (MYR One Thousand Five Hundred only)** mentioned in the said conditions without prejudice to the High Commission of India, Kuala Lumpur's right to claim damages for breach of contract. The sum **three percent (3%) of the approved bid** will be deposited as Performance Money/Security/Guarantee is to be absolutely forfeited by High Commission of India, Kuala Lumpur, if I/We found to be defaulter at any stage during the execution of the Contract Agreement within the specified time limit.
  
3. The Earnest Money Deposit (EMD) will only be refunded to the unsuccessful tenderer in due course after finalization/approval of the tender of successful bidder by the Competent Authority without any interest.

(Signature of Bidder/Contractor)

Date : \_\_\_\_\_

Full Name : \_\_\_\_\_

Place : \_\_\_\_\_

Seal:- \_\_\_\_\_



## SCOPE OF WORK

### TECHNICAL SPECIFICATION

1. High Commission of India, Kuala Lumpur intends to engage an agency to conduct a Comprehensive Study on the Malaysia-India Comprehensive Economic Cooperation Agreement (MICECA) and its impact on bilateral trade between India and Malaysia:

- **Impact Assessment of MICECA (2010–2023):** Determine the extent to which MICECA has contributed to the growth of India-Malaysia bilateral trade over the past 13 years, specifically by quantifying the percentage of overall trade growth directly linked to this agreement.
- **Implementation Status of Key MICECA Elements:** Examine the degree of compliance and implementation across pivotal domains—Goods, Services, Investment, Economic Cooperation, Movement of Natural Persons, Customs Cooperation, and Standards—to verify if the agreed-upon concessions have been effectively executed.
- **Analysis of Tariffs for Top 50 Indian Export Items:** Compare Malaysia’s import tariffs on the top 50 Indian export items with those levied on similar products originating from countries that hold Free Trade Agreements (FTAs) with Malaysia. The aim is to pinpoint any competitive disadvantages faced by Indian exporters.
- **Critical Tariff and Non-Tariff Concessions for Key Sectors:** Identify the most crucial tariff and non-tariff concessions needed by the top 20 Indian products aspiring to expand in the Malaysian market.
- **Comparative Study of MICECA vs. Other Bilateral Agreements:** Benchmark the provisions, outcomes, and advantages of MICECA against those of at least two other bilateral agreements Malaysia has ratified, thus highlighting areas that may require enhancements.
- **Recommendations for Addressing Tariff/Non-Tariff Barriers:** Provide actionable suggestions to resolve existing market access and policy barriers under a revised MICECA framework.

Name & Signature of  
the Authorized Signatory of the Firm  
(With Seal of the Agency affixed)

Date

## FINANCIAL BID

(To be filled and submitted by Tendered/Bidder/Contractor)

### Proforma for Submission of Financial Bid

1. High Commission of India, Kuala Lumpur intends to engage an agency to conduct a Comprehensive Study on the Malaysia-India Comprehensive Economic Cooperation Agreement (MICECA) and its impact on bilateral trade between India and Malaysia:

Sl. No.	Description of work	Amount / Cost (in MYR)
1.	<ul style="list-style-type: none"><li>• <b>Impact Assessment of MICECA (2010–2023):</b> Determine the extent to which MICECA has contributed to the growth of India-Malaysia bilateral trade over the past 13 years, specifically by quantifying the percentage of overall trade growth directly linked to this agreement.</li><li>• <b>Implementation Status of Key MICECA Elements:</b> Examine the degree of compliance and implementation across pivotal domains—Goods, Services, Investment, Economic Cooperation, Movement of Natural Persons, Customs Cooperation, and Standards—to verify if the agreed-upon concessions have been effectively executed.</li><li>• <b>Analysis of Tariffs for Top 50 Indian Export Items:</b> Compare Malaysia's import tariffs on the top 50 Indian export items with those levied on similar products originating from countries that hold Free Trade Agreements (FTAs) with Malaysia. The aim is to pinpoint any competitive disadvantages faced by Indian exporters.</li><li>• <b>Critical Tariff and Non-Tariff Concessions for Key Sectors:</b> Identify the most crucial tariff and non-tariff concessions needed by the top 20 Indian products aspiring to expand in the Malaysian market.</li><li>• <b>Comparative Study of MICECA vs. Other Bilateral Agreements:</b> Benchmark the provisions, outcomes, and advantages of MICECA against those of at least two other bilateral agreements Malaysia has ratified, thus highlighting areas that may require enhancements.</li><li>• <b>Recommendations for Addressing Tariff/Non-Tariff Barriers:</b> Provide actionable suggestions to resolve existing market access and policy barriers under a revised MICECA framework.</li></ul>	

Name & Signature of  
the Authorized Signatory of the Firm  
(With Seal of the Agency affixed)

Date